

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

FANEUIL HALL MARKETPLACE, LLC,)

Plaintiff,)

v.)

Civil Action No. 05-CV-11760-RGS

THOMAS E. BROWN and,)

STEPHANIE L. BROWN,)

Defendants.)

**JOINT MOTION TO EXTEND TIME TO RESPOND TO
MOTION TO DISMISS AND FOR LIMITED DISCOVERY**

NOW COME the Plaintiff, Faneuil Hall Marketplace, LLC ("Plaintiff") and the Defendant, Stephanie L. Brown ("Defendant"), and hereby jointly move to further extend the time within which the Plaintiff must respond to the Motion to Dismiss filed by the Defendant for ninety (90) days.

In support of this Motion, the parties submit as follows:

1. This matter was first filed in Suffolk County Superior Court as civil action number 05-3275A on August 3, 2005.
2. On August 24, 2005 the Defendant filed in this Court a Notice of Removal and Jury Demand based upon diversity of citizenship.
3. On August 26, 2005 the Defendant filed a Motion to Dismiss and a Memorandum of Law in support thereof contending that this Court does not have personal jurisdiction over the Defendant under the provisions of Rule 12(b)(2) of the Federal Rules of Civil Procedure.
4. The claims against the Defendant in this action arise from her alleged execution of a guaranty of the obligations of a tenant under a commercial lease with the Plaintiff.

5. In her Motion to Dismiss, the Defendant maintains that she did not sign the personal guaranty which purportedly bears her signature and which would support personal jurisdiction.

6. In order to properly respond to the Motion to Dismiss, the Plaintiff desires to bring forward evidence by way of affidavit or deposition testimony, and must conduct discovery including depositions of the Defendant, the Co-Defendant, Thomas Brown, the purported witness to the Defendant's signature, Edward Roberts, and another purported witness to the Defendant's signature "Ed Phillips".

7. In addition, the Plaintiff may require the services of a handwriting expert to assist in a determination of the authenticity of the Defendant's signature on the guaranty.

8. It is also anticipated that the Defendant may also retain the services of a handwriting expert. Both experts may have to be deposed in conjunction with the Motion to Dismiss.

9. In addition, the parties are engaged in settlement discussions.

10. For all of the foregoing reasons, the parties request that the time within which the Plaintiff must respond to the Defendant's Motion to Dismiss be extended through and including January 17, 2006, and that the parties be permitted to conduct discovery on the personal jurisdiction issue.

FANEUIL HALL MARKETPLACE, LLC,

By its attorney,

A handwritten signature in black ink, appearing to read "Anthony M. Moccia", is written over a horizontal line.

Anthony M. Moccia, BBO #350225

ECKERT SEAMANS CHERIN & MELLOTT, LLC

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STEPHANIE L. BROWN,

By her attorney,



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Date: October 11, 2005

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above document
was served upon the attorney of record for each other
party by (hand)(mail) on 10/12/05

